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RICHARD W. WIEKING
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

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UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

JACK BUCKHORN AND ANISA M.
THOMSEN AS TRUSTEES OF THE
REDWOOD EMPIRE ELECTRICAL
WORKERS HEALTH AND WELFARE
TRUST FUND, REDWOOD EMPIRE
ELECTRICAL WORKERS PENSION
TRUST, JOINT ELECTRICAL INDUSTRY
TRAINING PROGRAM, NATIONAL
EMPLOYEES BENEFIT FUND,
AND REDWOOD EMPIRE ELECTRICAL
WORKERS WORK RECOVERY FUND,

Plaintiffs,

vs.

MARK A. KNEAPER, individually and
doing business as KNEAPER ELECTRIC,

Defendant.

CASE NO. **08-04004**

COMPLAINT FOR MONEY
ON A BREACH OF
COLLECTIVE
BARGAINING AGREEMENT
VIOLATION OF E.R.I.S.A. AND FOR
AN INJUNCTION

RS

COME NOW Plaintiffs, by their attorney, Sue Campbell, and allege and show to the Court as follows:

1. The jurisdiction of this Court is invoked pursuant to 29 U.S.C. Sections 185, 1132.
2. Plaintiffs JACK BUCKHORN AND ANISA M. THOMSEN are trustees and fiduciaries of the REDWOOD EMPIRE ELECTRICAL WORKERS HEALTH AND WELFARE TRUST FUND and REDWOOD EMPIRE ELECTRICAL WORKERS PENSION TRUST FUND.

1 3. The REDWOOD EMPIRE ELECTRICAL WORKERS HEALTH AND WELFARE
2 AND REDWOOD EMPIRE ELECTRICAL WORKERS PENSION TRUST FUNDS
3 hereinafter "Funds", are Taft-Hartley funds as defined at 29 U.S.C. Section 186 and "employee
4 pension benefit plans" as defined at 29 U.S.C. Section 1002(1), (2).

5 4. The Defendant MARK A. KNEAPER, individually and doing business as KNEAPER
6 ELECTRIC, is an employer as defined in 29 U.S.C. Section 1002(5). The Defendants were at
7 all times mentioned herein and now are authorized to do business in the State of California, and
8 further, that they are now authorized to do business and are actually doing business in the
9 County of Humboldt, State of California.

10 5. At all times material hereto, there have been in full force and effect collective
11 bargaining agreements covering the wages, hours and conditions of employment of certain
12 employees of the Defendants. True and correct copies of the executed signature page, collective
13 bargaining agreement, and pertinent sections of the trust agreement are attached hereto and
14 incorporated herein by reference as Exhibit 1.

15 6. By its terms, the aforementioned collective bargaining agreement requires the
16 Defendants to make payments to certain Funds (Health and Welfare Trust, Pension Trust, Joint
17 Electrical Industry Training Program, National Employees Benefit Fund, and Work Recovery
18 Fund) for each hour worked by employees covered by said collective bargaining agreement.
19 The Pension and Health and Welfare Trust Funds are authorized to collect monies due to said
20 Trust Funds. The agreement further provides that such payments are to be made not later than
21 the 15th day of each month following the month for which payment is made.

22 7. The aforementioned collective bargaining agreement also provides that the Defendant
23 will abide by the terms of the Trust documents establishing the Funds, as well as the rules and
24 regulations adopted by the trustees.

25 8. In accordance with the trust documents and rules and regulations of the Funds, as
26 adopted by the trustees as well as the terms of the collective bargaining agreement, liquidated
27 damages are assessed on late payments at the rate of 20% of the amount due if the payment is
28 not received by the 15th of the month following the month incurred.

1 9. The aforementioned collective bargaining agreement further provides that if legal
2 action must be taken to recover amounts due the Funds, the Defendant will pay the actual and
3 reasonable attorney's fees incurred by the Funds, and all court costs. 29 U.S.C. Section 1132
4 also requires the Defendant to pay such fees and costs.

5 10. Pursuant to the terms of said agreement, there is now due, owing and unpaid from
6 Defendants to Plaintiffs for the months of May, June, and July 2008, an as yet unascertained
7 sum, plus liquidated damages according to contract; plus interest thereon at the legal rate.

8 11. Plaintiffs, through their agents, have made demand for payment but Defendants have
9 failed to make any payments to date on the amount due.

10 12. On information and belief, additional monies are due for the periods August 1, 2008
11 to the present.

12 13. The obligation of the said Defendants, pursuant to the collective bargaining
13 agreement set forth in Paragraph 7 above is a continuing obligation; Defendants may be
14 continuing to breach said agreement by failure to pay monies due thereunder to Plaintiffs. The
15 additional sums still due and owing, because of such breach, are presently unknown, but will
16 be determined hereafter. In order to recover said additional sums in this action, Plaintiffs
17 request that they be allowed to amend the complaint at or before the time of judgment to set
18 forth said additional sums which may be due when said sums are determined and additional
19 attorney's fees for collection thereof. when said sums are determined and additional attorney's
20 fees for collection thereof.

21 14. Plaintiffs' actual attorney's fees and costs will not be known until after this matter
22 is concluded.

23 15. By reason of the aforementioned conduct of the Defendants, the Funds have
24 suffered, and will continue to suffer, harm and actual and impending irreparable loss in that
25 monies will not be available to provide contractual benefits to participants and beneficiaries of
26 the Funds; the Funds will suffer excessive administrative and legal costs in continuing attempts
27 to collect monies not submitted on a timely basis; the Funds will not have the benefit of
28 investment income on monies due to the Funds from these Defendants; and individual

1 participants in the Fund will not receive their contractual benefits.

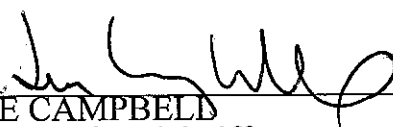
2 WHEREFORE, Plaintiffs pray this Court:

3 1. Issue an injunction perpetually enjoining and restraining the Defendant, its officers,
4 agents, successors, employees, attorneys and all those in active concert or participation with
5 them from the conduct complained of herein;

6 2. Award the Plaintiffs judgment for amounts due for the period May, June, and July
7 2008, in an as yet unascertained sum, plus liquidated damages according to contract; plus
8 interest thereon at the legal rate, plus an amount to be submitted to the Court at the time of entry
9 of judgment as attorney's fees plus their costs and disbursements in this action, all pursuant to
10 29 U.S.C. Section 1132(g)(2);

11
12 3. Award to Plaintiffs such other relief as this Court shall deem appropriate.
13

14 Dated this 20th day of August, 2008

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16 
17 SUE CAMPBELL
18 Attorney for Plaintiffs
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INSIDE AGREEMENT

BETWEEN

LOCAL UNION 551 INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS

AND THE

REDWOOD EMPIRE CHAPTER
NATIONAL ELECTRICAL CONTRACTORS
ASSOCIATION

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AGREEMENT

Agreement by and between the Redwood Empire Chapter of the National Electrical Contractors Association, Incorporated, and Local Union No. 551, International Brotherhood of Electrical Workers.

It shall apply to all firms who sign a Letter of Assent to be bound by this Agreement.

As used hereinafter in this Agreement, the term "Chapter" shall mean the Redwood Empire Chapter of the National Electrical Contractors Association Incorporated, and the term "Union" shall mean Local Union 551, International Brotherhood of Electrical Workers.

The term "Employer" shall mean an individual firm who has been recognized by an assent to this Agreement.

SCOPE

Employees employed under the terms of this Agreement shall do all electrical construction, fabrication, installation, or erection work, and all electrical maintenance thereof; including the moving, lifting, and placing electric motors, generators, materials and equipment on the jobsite, and the final running tests thereof. This shall include all permanent and temporary electric lighting, heating, and power, and all photovoltaic, electronic communications systems, electric and electronic controls, and control circuits, and necessary conduits and raceways. This shall include operation of all power driven tools and equipment used for these installations.

All work of joining, splicing, and insulating, and the placing of all flameproof covering, where wiped lead joints are necessary, shall be performed by a cable splicer. Journeymen only shall be used in assisting cable splicers. Cable splicers shall not be required to work on wires or cables when difference in potential is over three hundred (300) volts between any two (2) conductors, or between any conductor and ground, unless assisted by another Journeyman. In no case shall cable splicers be required to work on energized cables carrying in excess of four hundred and forty (440) volts.

BASIC PRINCIPLES

The Employer and the Union have a common and sympathetic interest in the Electrical Industry. Therefore, a working system and harmonious relations are necessary to improve the relationship between the Employer, the Union, and the public. Progress in industry demands a mutuality of confidence between the Employer and the Union. All will benefit by continuous peace and by adjusting any differences by rational common-sense methods. Now therefore, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

ARTICLE I
EFFECTIVE DATE - CHANGES
GRIEVANCES - DISPUTES

Section 1.01: Effective Date

This Agreement shall take effect **June 1, 2005** and shall remain in effect until **May 31, 2008**, unless otherwise specifically provided herein. It shall continue in effect from year to year thereafter, from June 1, through May 31, of each year unless changed or terminated in the way later provided herein.

Section 1.02: Changes

- (a) Either party or an Employer withdrawing representation from the Chapter or not represented by the Chapter, desiring to change or terminate this Agreement must provide written notification at least 90 days prior to the expiration date of the Agreement or any anniversary date occurring thereafter.
- (b) Whenever notice is given for changes the nature of the changes desired must be specified in the notice, or no later than the first negotiating meeting unless mutually agreed otherwise.
- (c) The existing provisions of the Agreement including this Article shall remain in full force and effect until a conclusion is reached in the matter of proposed changes.
- (d) Unresolved issues or disputes arising out of the failure to negotiate a renewal or modification of this agreement that remain on the 20th of the month preceding the next regular meeting of the Council on Industrial Relations for the Electrical Contracting Industry (CIR) may be submitted jointly or unilaterally to the Council for adjudication. Such unresolved issues or disputes shall be submitted no later than the next regular meeting of the Council following the expiration date of this agreement or any subsequent anniversary date. The Council's decisions shall be final and binding.
- (e) When a case has been submitted to the Council, it shall be the responsibility of the negotiating committee to continue to meet weekly in an effort to reach a settlement on the local level prior to the meeting of the Council.
- (f) Notice of a desire to terminate this Agreement shall be handled in the same manner as a proposed change.

Section 1.03: Change – Supplement

This Agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such changes or supplement agreed upon shall be reduced in writing, signed by the parties hereto and

submitted to the International Office of the IBEW for approval, the same as this Agreement.

Section 1.04: Strike – Lockout

There shall be no stoppage of work either by strike or lockout because of any proposed changes in this Agreement or dispute over matters relating to this Agreement. All such matters must be handled as stated herein.

Section 1.05: Matter in Dispute

There shall be a Labor-Management Committee of three representing the Union and three representing the Employers. It shall meet regularly at such stated times as it may decide. However, it shall also meet within 48 hours, when notice is given by either party. It shall select its own Chairman and Secretary. The Local Union shall select the Union representatives and the Chapter shall select the management representatives.

Section 1.06: Grievances – Disputes

All grievances or questions in dispute shall be adjusted by the duly authorized representative of each of the parties to this Agreement. In the event that these two are unable to adjust any matter within 48 hours, they shall refer the same to the Labor-Management Committee.

Section 1.07: Labor – Management Committee Vote

All matters coming before the Labor-Management Committee shall be decided by majority vote. Four members of the Committee, two from each of the parties hereto, shall be a quorum for the transaction of business, but each party shall have the right to cast the full vote of its membership and it shall be counted as though all were present and voting.

Section 1.08: Labor – Management Failure to Reconcile

Should the Labor-Management Committee fail to agree or to adjust any matter, such shall then be referred to the Council on Industrial Relations for the Electrical Contracting Industry for adjudication. The Council's decisions shall be final and binding.

Section 1.09: Prior Conditions and Provisions

When any matter in dispute has been referred to conciliation or arbitration for adjustment, the provisions and conditions prevailing prior to the time such matters arose shall not be changed or abrogated until agreement has been reached or a ruling has been made.

Section 1.10: Timeliness of Complaints, Disputes, or Grievances

No complaint, dispute or grievance shall be considered unless written notice is delivered by the aggrieved party to the Union and to the Chapter within 10 days from the date on which the alleged complaint, dispute, or grievance first occurred, except in the case involving fringe benefit payments.

ARTICLE II

EMPLOYER RIGHTS - UNION RIGHTS

Section 2.01: Employer - Definition

- (a) Certain qualifications, knowledge, experience, and proof of financial responsibility are required of everyone desiring to be an Employer in the Electrical Industry. Therefore, an Employer who contracts for electrical work is a person, firm, or corporation having these qualifications and maintaining a place of business, a suitable financial status to meet payroll requirements, and employing at least one Journeyman Wireman.
- (b) To be recognized as a Union shop, any individual or concern engaged in Electrical Construction business shall be signatory to this Agreement. The Union will not assume any duty to refer employees to any other employer who has not signed this Agreement. However, this shall not apply to regular maintenance.

Section 2.02: Management Rights

The Union understands the Employer is responsible to perform the work required by the owner. The Employer shall, therefore, have no restrictions except those specifically provided for in the collective bargaining agreement, in planning, directing, and controlling the operation of all his work, in deciding the number and kind of employees to properly perform the work, in hiring and laying off employees, in transferring employees from job to job within the Local Union's geographical jurisdiction, in determining the need and number as well as the person who will act as Foreman, in requiring all employees to observe the Employer's and/or owner's rules and regulations not inconsistent with this Agreement, in requiring all employees to observe all safety regulations, and in discharging employees for proper cause.

Section 2.03: Foreman Call Out – Journeyman Recall

- (a) The Employer shall be permitted to request by name any applicant the Employer desires to employ as Foreman. The Union will refer such applicant to the Employer if the applicant's name appears on the referral register for a minimum of ten (10) working days provided all other eligible applicants in higher referral groups have first been referred. The Employer shall immediately upon employment of such applicant classify said applicant (employee) as a foreman and pay such applicant (employee) foreman's wage as established in this Agreement for the duration of the job for which he is requested or for a minimum of ninety (90) days, whichever is longer.
- (b) The contractor shall have the right to request an employee by name provided that the employee has been employed by said contractor not

less than 15 consecutive days within a period of one year from last date employed by contractor.

Section 2.04: Workers' Compensation Insurance

For all employees covered by this Agreement, the Employer shall carry Workers' Compensation Insurance, with a company authorized to do business in this state; Social Security; and such other protective insurance as may be required by the laws of the State of California. He shall also make voluntary contributions to the California Unemployment Compensation Commission regardless of the number of employees.

Section 2.05: Surety Bond

- (a) Each Employer shall furnish a surety bond in the amount of \$7,500 to secure payment of all amounts due on account of payroll and fund deduction, contribution, and reporting obligations of the Employer required by this Agreement. The bond shall provide that it may not be terminated without 15 days prior written notice to the Employer and the Local Union.
- (b) The Labor-Management Committee and/or the Council on Industrial Relations, as the case may be, shall have full power to determine the amount of money due, if any, and shall direct payments of delinquent wages from the Bond directly to the affected employees and direct payment of delinquent fund contributions from the Bond directly to the Trustees of the affected funds or to their designated agents.
- (c) An Employer's participation in the NECA West Payroll and Fringe Benefits Guarantee Trust Fund shall satisfy all bonding requirements.

Section 2.09: Non-Resident Employees (Portability)

An Employer signatory to a collective bargaining agreement or to a letter of assent to an agreement with another IBEW Local Union, who signs an assent to this Agreement, may bring up to four bargaining unit employees employed in that Local Union's jurisdiction into this Local's jurisdiction and up to two bargaining unit employees per job from that Local's jurisdiction to this Local's jurisdiction for specialty or service and maintenance work. All charges of violations of this section shall be considered as a dispute and shall be processed in accordance with the provisions of this agreement for the handling of grievances with the exception that any decision of a local labor-management committee that may be contrary to the intent of the parties to the National Agreement on Employee Portability, upon recommendation of either or both the appropriate IBEW International Vice President or NECA Regional Executive Director, is subject to review, modification, or rescission by the Council on Industrial Relations.

Section 2.10: Favored Nations

The Union agrees that if, during the life of this Agreement, it grants to any other Employer in the Electrical Contracting Industry on work covered by this Agreement, any better terms or conditions than those set forth in this Agreement, such better terms or conditions shall be made available to the Employer under this Agreement and the Union shall immediately notify the Employer of any such concession.

Section 2.11: Owner Working With Tools

- (a) Not more than one employer member of the firm may work with the tools. All firms utilizing an employer member of the firm working with tools as defined shall employ on a continual basis at least one employee hired in conformity with this Agreement.
- (b) "Employer member of firm" is hereby defined as owner partner, officer, director, stockholder or person qualifying as responsible managing officer, or responsible managing employee under the State Contractors Licensing Law of the State of California.
- (c) Such working employer shall be restricted to working during regular straight-time working hours as defined in ARTICLE III, Section 1 of this Agreement except in emergencies for the protection of life and property.

Section 2.12: Loaning of Employees

The Employer shall not loan or cause to be loaned, the members of the Union in his/her employ to any other Employer without first securing permission of the Union, and then only when applicants possessing the necessary skills are not available under the Referral procedure.

Section 2.13: Applicant or Employee Contracting

- (a) No applicant or employee, while he remains subject to employment by Employers operating under this Agreement, shall be recognized as a contractor for the performance of any electrical work.
- (b) Any applicant for employment under the terms of this Agreement holding a license as an Electrical Contractor in the State of California shall not use the referral as means of employment and contract simultaneously.

Section 2.14: Workmanship

Employees shall install all electrical work in a safe and workmanlike manner and in accordance with applicable code and contract specifications.

Section 2.15: Improper Workmanship

A Journeyman shall be required to make corrections on improper workmanship for which he is responsible, on his/her own time and during regular working hours, unless errors were made by orders of the Employer or the Employer's representative. Corrections are to be made only after a fair investigation by the Employer and the Business Manager of the Union. Employers shall notify the Union of employees who fail to adjust improper workmanship and the Union assumes responsibility for the enforcement of this provision.

Section 2.16: Appointment of Stewards

- (a) The Union shall have the right to appoint a Steward at any shop or any job when employees are employed under the terms of this Agreement. Such Steward shall see that this Agreement is observed, and shall be allowed sufficient time to perform these duties during working hours. Under no circumstances shall the Employer dismiss or otherwise discriminate against an employee for making a complaint or giving evidence with respect to an alleged violation of any provision of this Agreement.
- (b) At no time shall a Steward be discriminated against for the faithful performance of his/her duties. A job Steward shall remain on the job until its completion unless permission has been received from the Business Manager of the Local Union for his/her removal. Stewards may be discharged for cause with the consent of the Business Manager. The Business Manager shall submit a decision on request for discharge within twenty-four (24) hours of the working day when such action took place.

Section 2.17: Union Job Access

A representative of the Union shall be allowed to access any shop or job, at any time, while employees are employed at such shop or job under the terms of this Agreement.

Section 2.18: Assistance to Other Labor Organizations

- (a) This Agreement does not deny the right of the Union or its representatives to render assistance to other Labor Organizations by removal of its members from jobs when necessary and when the Union or its representatives desire to do so, but no removal shall take place until notice is first given to the Employer involved and the Redwood Empire Chapter of the National Electrical Contractors Association.
- (b) When such removal takes place, the Union or its representatives shall direct the employees on such job to put away, carefully, all tools, materials, equipment, or any other property of the Employer in a safe

manner. The Union will be financially responsible for any loss to the Employer for neglect in carrying out this provision, but only when a safe place is provided for these by the Employer.

Section 2.20: Tool List - Employee

Journeyman shall provide themselves with the following minimum list of hand tools:

Screw Drivers (6)..... Stubby (2) 1 Blade and 1 Phillips
Philip (2) 6" and 8"
Blade (2) 6" and 8"

Pliers (6)..... Side Cutters 8" or 9"
Long nose
Diagonal
Adjustable (2)
Wire Strippers

Pipe Wrench (1) Pipe Wrenches 10" or 14"

Crescent Wrenches (2) .. 6" and 10"

Allen Wrenches (1) One set up to 3/8"

Tap Wrench Set (1) Up to 1/4"

1/4" Socket Set (1) Up to 1/2" or set of nut drivers

Chisel (1) Wood 3/4"

Plumb Bob 8 oz.

Tri Square (1) 12" maximum

Level (1) 12" maximum

Tin Snips (1) 10" maximum

Knife (1) Size and type optional

Rules (2) 10' to 30' tape and/or 6' folding rule

Hacksaw Frame (1) Adjustable

Hammer (1) Claw

Tester (2) Voltage direct & inductive type (110-600v AC)

Code Book (1) National Electrical Code

File (1) Half round

Center Punch (1)

Keyhole saw (1)

Awl (1)

Flashlight (1)

The employee shall supply himself with an adequate tool box and lock for the same. The Employer shall replace all drills and taps broken in the performance of the Employer's work on presentation of the broken drill or tap.

The Employer shall provide a safe and adequate place at the shop or job-site to store the employee's tools.

The Employer shall be responsible for the replacement of employee's tools stolen or destroyed due to fire at the Employer's shop or job-site under the following conditions:

- (a) When the Employer fails to provide a safe locked building, room, tool shed, or vehicle for the storage of employee's tools, or when the tools are in the custody of the Employer or his/her representatives, the Employer shall be liable for the complete replacement of the minimum list of hand tools described above.
- (b) It shall be the responsibility of the employee to use all reasonable means to preserve and protect his/her tools.

Failure to do so will relieve the Employer of liability. Any employee willfully making false or inaccurate claims will be dealt with by the Union. In the event of a disputed claim, both the Employer or his/her representative and the employee must appear before the Joint Conference Committee, whose ruling shall be binding.

- (c) In case of theft of tools a notarized statement of tools stolen must be submitted to the following by the Employee: Police Department or Sheriff's Office having jurisdiction in the area where the theft occurred, the office of the Local Union, and the office of the Redwood Empire Chapter, N.E.C.A., verifying that the actual theft has been committed.

This statement must contain the following information and be reported within five (5) days: Workman's name, Employer's name, location and details of loss, date of loss, date reported to the law enforcement agency, and the signature of the employer and the employee.

Section 2.21: Other Tools

The Employer shall furnish all other necessary tools or equipment, such equipment shall comply with applicable state safety orders. Employees will be held responsible for the tools or equipment issued to them providing the Employer furnishes the necessary lockers, tool boxes, or other safe places for storage.

Section 2.22: Handling of Tools

No employee shall handle or carry tools or materials in the shop, or on the job, or to and from the shop outside working hours.

Section 2.23: Union Security

All employees covered by the terms of this Agreement shall be required to become and remain members of the Union as a condition of employment from and after the eighth day following the date of their employment or the effective date of this Agreement, whichever is later.

Section 2.24: Age Ratio

On all jobs requiring five (5) or more Journeymen, at least every fifth Journeyman, if available, shall be 50 years of age or older.

Section 2.25: Annulment/Subcontracting

The Local Union is a part of the International Brotherhood of Electrical Workers and any violation or annulment by an individual Employer of the approved Agreement of this or any other Local Union of the IBEW, other than violations of Paragraph 2 of this Section, will be sufficient cause for the cancellation of his Agreement by the Local Union after a finding has been made by the International President of the Union that such a violation or annulment has occurred.

The subletting, assigning, or transfer by an individual Employer of any work in connection with electrical work to any person, firm, or corporation not recognizing the IBEW or one of its Local Unions as the collective bargaining representative of his employees on any electrical work in the jurisdiction of this or any other Local Union to be performed at the site of the construction, alteration, painting, or repair of a building, structure, or other work, will be deemed a material breach of this Agreement.

All charges of violations of Paragraph 2 of this Section shall be considered as a dispute and shall be processed in accordance with the provision of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

Section 2.26: Member Becoming Contractor

- (a) No member of Local Union No. 551, while he remains a member of such Local and subject to employment by the Employers operating under this Agreement, shall himself become a contractor for the performance of any electrical work.
- (b) To assure proper administration of the foregoing, every employer signatory to this Agreement shall furnish the Redwood Empire Chapter of the National Electrical Contractors Association with the following information in writing on request by the Local Union:
 - 1. Whether the firm is a proprietorship or a partnership or a corporation.
 - 2. If the firm is a proprietorship doing business under a fictitious name, the name or names of the true owner or owners.
 - 3. If the firm is a partnership, the names and proportions of partners.

4. If the firm is a corporation, the names of the principal officers, and of any person owning or controlling through trust, community property or otherwise, five percent (5%) or more of the outstanding shares of stock of the corporation. The Redwood Empire Chapter of the National Electrical Contractors Association agrees to inform the Union on demand of any of the foregoing conditions relating to any such firm and individual in the instance of such person working or proposing to work in accordance with paragraph (a) above, and that effective August 15, 1970, and thereafter each firm signatory to this Agreement will inform the Union, in writing of the name of any member of such firm who will be working in accordance with (a) above, at least thirty (30) days in advance of the commencement of his/her working, or sooner if mutually agreed by the Local Union and the Employer.

Section 2.28: Rebate of Wages

No Employer or employee or their agents shall give or accept, directly or indirectly, any rebates of wages. Any Employer found violating this provision shall be subject to having this Agreement terminated upon written notice thereof being given by the Union.

Section 2.29: Vehicle Identification

The Employer agrees to identify all vehicles operated by workers covered by this Agreement. The firm name and/or a firm identity number assigned by the Joint Conference Committee must be affixed on both sides of each vehicle in a permanent manner and a contrasting color. Two (2") inch size legible letters will be accepted as a minimum if a sign is used, or three and one half (3 ½) inch size legible letters and numbers if the identity is used.

Section 2.30: Special Consideration

In order to be competitive in the market, and to meet the special needs of Employers on particular jobs, the Union may provide special consideration to Employers who request such treatment and who demonstrate to the Union's satisfaction, a specific marketing need with regard to a particular job. Any special terms, conditions, modifications, or amendments so provided by the Union, shall be implemented with regard to the particular job for which they were requested. To the extent feasible, within time constraints, such special terms, conditions, modifications or amendments shall be made available to all signatory Employers with regard to the particular job in question, but shall not constitute an action subject to the Favored Nations clause in this Agreement.

ARTICLE III HOURS – WAGES – WORKING CONDITIONS

Section 3.01: Hours (Workday/Workweek)

(a) Standard Work Day – Work Week

Eight (8) hours work between the hours of 8:00 A.M., and 12:00 noon; 12:30 P.M. to 4:30 P.M., Monday through Friday with 30 minutes for lunch period shall constitute a work week.

(b) Four Ten Option

The option of working four ten-hour days is available Monday through Thursday, or Tuesday through Friday. Hours worked must be between 7:00 A.M. and 5:30 P.M. On this schedule, overtime (after 40 hours) on Fridays is at 1.5 the straight time rate for the first ten hours worked. Any hours worked in excess and on Sundays is paid at double the straight time rate.

(c) Arrival Time

When electrical employees are requested and referred to a shop or job between 8:00 A.M. and 8:30 A.M., they shall be paid from 8:00 A.M., provided they arrive at the shop or job in a reasonable amount of time, but not later than 9:30 A.M. of the same day.

(d) Flexible Starting Times

Flexible starting times are permissible providing the starting time is no earlier than 7:00 A.M. However, an earlier starting time between the hours of 6:00 A.M. and 7:00 A.M. is permitted if there is a majority vote taken by the employees on the job at the time the job starts when mutually agreed upon by employer and employees when the project begins.

(e) Rest Periods

Every Employer shall authorize and permit all employees to take rest periods. Rest periods may be staggered to avoid interruption in the flow of work. The authorized rest period time shall be based on the total hours worked daily at the rate of 10 minutes rest break during each four hours worked, or a major fraction thereof. Rest periods shall take place at employer-designated areas, which may include or be limited to the employee's immediate work area. This language shall remain effective as long as, or until the State of California changes the law regarding breaks for construction workers. In the event of a change in the law, this language is subject to modification or termination by either party.

Section 3.02: Overtime/Holidays

Work performed up to two (2) hours per day either immediately prior or immediately after the regularly scheduled work hours Monday through

Friday, and eight (8) hours on Saturday during regular scheduled hours shall be paid at one and one half (1 ½) times the hourly straight time rate. All work performed outside the hours stated above and on Sundays, and the following holidays: *New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Fourth of July (Independence Day), Labor Day, Veterans' Day, Thanksgiving Day and the following Friday, and Christmas Day* and/or days celebrated as such shall be paid at double the straight time hourly rate of pay. Any of the above designated holidays occurring on Saturday shall be observed on the preceding Friday, and if any of the above designated holidays occur on Sunday they shall be observed the following Monday.

Section 3.03: Labor Day

No work shall be performed on Labor Day, except in case of an emergency.

Section 3.04: Pay Day – Payroll Requirements

- (a) Wages shall be paid weekly and no more than three (3) days wages may be withheld. Employers shall notify the Local Union office which day they shall determine as their pay day. The Employer shall reimburse the employee for all reasonable expenses incurred by the employee for paychecks returned by the bank due to insufficient funds. No employee shall return to work following a regular pay day if he has not received his/her wages for the previous pay period.
- (b) **Direct Deposit**
Employees may voluntarily allow for direct electronic deposit of wages on a weekly basis to the bank or credit union of the employee's choice. This manner of payment, once adopted, may not be changed except upon 14-day advance written notification between the employee and Employer with notification copied to the Union.
- (c) **Discharge – Layoff**
Any employees laid off or discharged by the Employer shall be paid all his/her wages immediately. In the event he is not paid off, waiting time at the regular straight-time rate of pay, not to exceed eight (8) hours pay per day, shall be charged until payment is made. Employees laid off shall be notified at least one (1) hour previous to layoff period.
- (d) **Payroll Requirements**
Fringe Benefits and Union Dues deductions, transmittals, and accompanying checks shall be post marked by the tenth of the month following the month covered, or received by the depository by the fifteenth of the month following the month covered.

If the foregoing conditions are not met, or paychecks are returned by the bank for insufficient funds, the Union shall remove employees covered under the terms of this Agreement from the Employers shop or job immediately following notifications to the Employer, and the Redwood Empire Chapter of the National Electrical Contractors' Association.

Section 3.05 (a): Classifications – Wages

The minimum hourly rate of wages shall be as follows:

JOURNEYMAN WIREMAN: \$35.23

JOURNEYMAN TECHNICIAN: 100% OF JOURNEYMAN WIREMAN RATE

FOREMAN: 112.5% OF JOURNEYMAN WIREMAN RATE

GENERAL FOREMAN: 125% OF JOURNEYMAN WIREMAN RATE

*APPRENTICE WIREMEN – For apprentices prior to the fall semester 2003

PERIOD	ELAPSED TIME	OJT HOURS	WAGES AS % of JW Rate	RELATED TRAINING
5 th	6 months	750	55%	Satisfactory Progress
6 th	6 months	750	60%	3 rd year of school completed
7 th	6 months	750	65%	Satisfactory Progress
8 th	6 months	750	70%	4 th year of school completed
9 th	6 months	750	80%	Satisfactory Progress
10 th	6 months	750	85%	5 th year of school completed

*Per 2003 contract negotiations, these apprentices remain at the same wage/benefit increase increments as prior to the 2003 settlement.

APPRENTICE WIREMEN - 10 PERIODS

PERIOD	ELAPSED TIME	OJT HOURS	WAGES AS % of JW Rate	RELATED TRAINING
1 st	N/A	1000	40%	Satisfactory progress
2 nd	N/A	1000	45%	1 st year of school completed
3 rd	6 months	750	50%	Satisfactory Progress
4 th	6 months	750	55%	2 nd year of school completed
5 th	6 months	750	60%	Satisfactory Progress
6 th	6 months	750	65%	3 rd year of school completed
7 th	6 months	750	70%	Satisfactory Progress
8 th	6 months	750	75%	4 th year of school completed
9 th	6 months	750	80%	Satisfactory Progress
10 th	6 months	750	85%	5 th year of school completed

Section 3.05 (b): Fringes *(Also refer to Article VI)

In addition to the above hourly rates, payments shall be made as follows:

1. NEBF: 3% of gross labor payroll (Article VI).
2. Redwood Empire Electrical Workers' Health & Welfare Trust: \$7.18 per hour worked.

3. Industry Fund: 1% of gross labor payroll (Article VII)
4. Redwood Empire Electrical Workers' Pension Trust:
 - a. Variable pension (Refer to Article VI, Section 6.03)
5. Apprenticeship and Training: \$0.60 per hour worked
6. NLMCC: \$0.01 per labor hour worked (Article IX)
7. LMCC: \$0.29 per labor hour worked (Article VIII)

Section 3.06: Travel Time – Job Reporting Points

Employees shall report directly to the Employer's shop or designated jobsite at 8:00 A.M. From this point, the Employer must furnish all transportation from shop to job, job to job, and job to shop. During working hours, no employee shall use his/her own transportation for this purpose. Provided on jobs of more than forty-eight (48) hours continuous man hours duration, any Employer without respect to the location of his/her permanent shop, may require employees to report directly to a job site, which qualified as such by provision for safe storage of tools, under the following conditions:

- (a) Work performed at the Geysers shall be paid at \$30.00 travel/subsistence for each day worked. Work performed in the Crescent City area shall be \$42.50 per day subsistence for each day worked (or) employer shall provide company vehicle and fuel.
- (b) At all such job-site reporting points, provision shall be made by the Employer for safe storage of workmen tools.
- (c) No Employee shall, at any time, transport the Employer's tools or material in the employee's own vehicle. Neither shall he loan, lease, or rent any vehicle to be used by an Employer signatory to this Agreement.

Section 3.09: Union Dues Deduction

The Employer agrees to deduct and forward to the Financial Secretary of the Local Union – upon receipt of a voluntary written authorization – the additional working dues from the pay of each IBEW member. The amount to be deducted shall be the amount specified in the approved Local Union Bylaws. Such amount shall be certified to the Employer by the Local Union upon request by the Employer.

Section 3.10: Ratio of Foremen to Journeymen

On all jobs requiring three (3) Journeymen, one (1) Journeyman shall be designated by the Employer as a working Foreman, except for those jobs that are less than five (5) days duration. However, in a shop where seven (7) or less employees are employed, one employee may be designated as a Foreman by the Employer and may supervise any combination of six (6) employees, or any number of jobs at the same time. A Foreman shall not

supervise more than ten (10), including apprentices. On all jobs requiring two (2) or more Foremen, there shall be a General Foreman, except for those jobs that are less than five (5) working days duration. General Foremen shall work in a supervisory capacity only, and may not supervise more than forty (40) employees. Foremen shall not act as Foremen on more than one (1) job at a time, except as stated above.

Section 3.11: Provisions for Lack of Work

- (a) When men are directed to report to a job, and do not start work due to weather conditions, lack of material, or other causes beyond their control, they shall receive two (2) hours pay unless notified before 7:00 A.M. If the individual employee has not provided the Employer, upon request, with a telephone number where he can be reached, it shall become the employee's responsibility to contact the Employer prior to reporting to work in the event of doubtful weather conditions.
- (b) Any applicant dispatched and reporting to a specific job-site and being rejected by the Employer shall receive \$50.00 as show-up time.
- (c) All workmen laid off shall be notified of such layoff one hour before termination of work. Such workmen shall be paid all wages due him and given a termination slip immediately upon termination of work. The termination slip shall be completed, stating the reason for termination, and the employee's copy shall have, in addition to the firm's name, the firm's address.
- (d) Any man reporting for work and being laid off or any man not having been notified the previous day of his/her layoff, shall receive not less than four (4) hours wages.

Section 3.12: Shift Work

When so elected by the contractor, multiple shifts of at least five (5) days' duration may be worked. When two (2) or three (3) shifts are worked:

- (a) The first shift (day shift) shall be worked between the hours of 8:00 A.M. and 4:30 P.M. Workmen on the "day shift" shall receive eight (8) hours' pay at the regular hourly rate for eight (8) hours work.
- (b) The second shift (swing shift) shall be worked between the hours of 4:30 P.M. and 12:30 A.M. Workmen on the "swing shift" shall receive eight (8) hours' pay at the regular hourly rate plus 10% for seven and one half (7 ½) hours' work.
- (c) The third shift (graveyard) shall be worked between the hours of 12:30 A.M. and 8:00 A.M. Workmen on the "graveyard shift" shall

receive eight (8) hours' pay at the regular hourly rate plus 15% for seven (7) hours' work.

A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half times the "shift" hourly rate.

There shall be no pyramiding of overtime rates and double the straight rate shall be the maximum compensation for any hour worked. There shall be no requirement for a day shift when either the second or third shift is worked.

Section 3.13: Handling of Material and Equipment

Employees employed under the terms of this Agreement shall do all work of handling and moving any electrical material, equipment, and apparatus on the job to be installed by employees covered hereunder.

Section 3.14: High Time

When it is necessary for an employee to stand on any ladder or scaffold of any height which is liable to be interfered with or hazardous, then there must be someone to guard such ladder or scaffold. All employees required to work from suspended scaffold, trusses, or bos'ns chairs at a distance of twenty-five (25) to seventy-five (75) feet from the ground, water, or supporting structure, shall be paid at time and one-half (1 ½) the regular rate of pay for such work. On work in excess of seventy-five (75) feet, they shall be paid at double the straight time rate. When such work is performed outside of the regularly scheduled working hours, they shall be paid three (3) times the regular straight-time rate of pay for such high time. Any employee so assigned shall receive premium rate of pay for not less than one (1) hour.

Section 3.15: Energized Circuits or Equipment

On all energized circuits or equipment carrying for hundred forty (440) volts or over, as a SAFETY MEASURE, two (2) or more Journeymen must work together, one (1) standing by, BOTH WEARING RUBBER GLOVES.

Section 3.16: Authority of Foreman

On jobs having a Foreman present, no one except the Foreman shall issue directions or orders to the employees on the job.

Section 3.17: Safety and Health

The Employer and the Employees agree to comply with all applicable safety and health laws, rules, and regulations. Failure of the Employer and/or employee to comply with such laws, rules, and regulations shall be deemed a violation of this Agreement.

ARTICLE IV REFERRAL PROCEDURE

Section 4.01: Definition

In the interest of maintaining an efficient system of production in the Industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interests of employees in their employment status within the area and of eliminating discrimination in employment because of membership or non-membership in the Union, the parties hereto agree to the following system of referral of applicants for employment.

Section 4.02: Source of Applicants

The Union shall be the sole and exclusive source of referral of applicants for employment.

Section 4.03: Rejection of Applicant

The employer shall have the right to reject any applicant for employment.

Section 4.04: Selection and Referral of Applicants - Discrimination

The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union and such selection and referral shall not be affected in any way by rules, regulations, bylaws, constitutional provisions, or any other aspect or obligation of Union membership policies or requirements. All such selection and referral shall be in accord with the following procedure.

Section 4.05: Referral Groups

The Union shall maintain a register of applicants for employment established on the basis of the Groups listed below. Each applicant for employment shall be registered in the highest priority Group for which he qualifies. In order to be eligible for any of the referral groups, an applicant must be certified by the State of California. Failure to obtain certification by the effective date will deem an applicant ineligible for referral.

JOURNEYMAN WIREMAN – JOURNEYMAN TECHNICIAN

GROUP I: All applicants for employment who have four or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the I.B.E.W. or have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee, and, who have been

employed in the trade for a period of at least one year in the last four years in the geographical area covered by the collective bargaining agreement.

GROUP II: All applicants for employment who have four or more years' experience in the trade and who have passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the I.B.E.W. or have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee.

GROUP III: Any applicants for employment who have two or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, and who have been employed for at least six months in the last three years in the geographical area covered by the collective bargaining agreement.

GROUP IV: All applicants for employment who have worked at the trade for more than one year.

Section 4.06: Temporary Employees

If the registration list is exhausted and the Local Union is unable to refer applicants for employment to the Employer within 48 hours from the time of receiving the Employer's request, Saturdays, Sundays and holidays excluded, the Employer shall be free to secure applicants without using the Referral Procedure but such applicants, if hired, shall have the status of "temporary employees."

Section 4.07: Registration of Temporary Employees

The Employer shall notify the Business Manager promptly of the names and Social Security numbers of such "temporary employees" and shall replace such "temporary employees" as soon as registered applicants for employment are available under the referral Procedure.

Section 4.08: Normal Construction Labor Market

"Normal construction labor market" is defined to mean the following geographical area plus the commuting distance adjacent thereto which includes the area from which the normal labor supply is secured: **Marin, Sonoma, Lake, Mendocino, Humboldt, and Del Norte Counties of California.** The above geographical area is agreed upon by the parties to include the area defined by the Secretary of Labor to be the appropriate prevailing wage area under the Davis-Bacon Act to which the Agreement applies.

Section 4.09: Definition of Resident

"Resident" means a person who has maintained his permanent home in the above defined geographical area for a period of not less than one year or

who, having had a permanent home in this area, has temporarily left with the intention of returning to this area as his permanent home.

Section 4.10: Examination

An Examination shall include experience rating tests if such examination shall have been given prior to the date of this procedure, but from and after the date of this procedure, shall include only written and/or practical examinations given by a duly constituted Inside Construction Local Union of the I.B.E.W. Reasonable intervals of time for examinations are specified as ninety (90) days. An applicant shall be eligible for examination if he has four years' experience in the trade.

Section 4.11: Available for Work List

The Union shall maintain an "Available for Work List" which shall list the applicants within each Group in chronological order of the dates they register their availability for employment.

Section 4.12: Re-registration

An applicant who has registered on the "Available for Work List" must renew his application every 30 days or his name will be removed from the list.

Section 4.13: Less than 40 Hours

An applicant who is hired and who receives, through no fault of his own, work of forty hours or less shall, upon re-registration, be restored to his appropriate place within his Group.

Section 4.14: Procedure of Applicant Referral

(a) Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in Group I in the order of their place on the "Available for Work List" and then referring applicants in the same manner successively from the "Available for Work List" in Group II, then Group III, and then Group IV. Any applicant who is rejected by the Employer shall be returned to his appropriate place within his Group and shall be referred to other employment in accordance with the position of his Group and his place within his Group.

Applicant Discharge for Cause

(b) An applicant who is discharged for cause two times within a 12-month period shall be referred to the neutral member of the Appeals Committee for a determination as to the applicant's continued eligibility for referral. The neutral member of the Appeals Committee shall, within three business days, review the qualifications of the

applicant and the reasons for the discharges. The neutral member of the Appeals Committee may, in his or her sole discretion:

1. Require the applicant to obtain further training from the JATC before again being eligible for referral;
2. disqualify the applicant for referral for a period of four weeks, or longer, depending on the seriousness of the conduct and/or repetitive nature of the conduct;
3. refer the applicant to an employee assistance program, if available, for evaluation and recommended action; or
4. restore the applicant to his/her appropriate place on the referral list.

Section 4.15: Referral Exceptions

The only exceptions which shall be allowed in this order of referral are as follows:

- (a) When the Employer states a bona fide requirement for special skills and abilities in his request for applicants, the Business Manager shall refer the first applicant on the register possessing such skills and abilities.
- (b) The age ratio clause in the Agreement calls for the employment of an additional employee or employees on the basis of age. Therefore, the Business Manager shall refer the first applicant on the register satisfying the applicable age requirements provided, however, that all names in higher priority Groups, if any, shall first be exhausted before such overage reference can be made.

Section 4.16: Appeals Committee

An Appeals Committee is hereby established composed of one member appointed by the Union, one member appointed by the Employer or the Association, as the case may be, and a Public Member appointed by both these members.

Section 4.17: Appeals Committee – Function

It shall be the function of the Appeals Committee to consider any complaint of any employee or applicant for employment arising out of the administration by the Local Union of Sections 4.04 through 4.15 of the Agreement. The appeals Committee shall have the power to make a final and binding decision on any such complaint which shall be complied with by the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business but it is not authorized to add to, subtract from, or modify any of the provisions of this Agreement and its decisions shall be in accord with this Agreement.

Section 4.18: Referral Procedure Inspection

A representative of the Employer or of the Association, as the case may be, designated to the Union in writing, shall be permitted to inspect the Referral Procedure records at any time during normal business hours.

Section 4.19: Referral Procedure – Posting

A copy of the Referral Procedure set forth in this Agreement shall be posted on the Bulletin Board in the offices of the Local Union and in the offices of the Employers who are parties to this Agreement.

Section 4.20: Referral – Apprentices

Apprentices shall be hired and transferred in accordance with the Apprenticeship provision of the Agreement between the parties.

**ARTICLE V
APPRENTICESHIP AND TRAINING**

Section 5.01: Committee Members – Function

There shall be a local Joint Apprenticeship and Training Committee (JATC) consisting of a total of either 6 or 8 members who shall also serve as Trustees to the local apprenticeship and training trust. An equal number of members either 3 or 4 shall be appointed, in writing, by the local chapter of the National Electrical Contractors Association (NECA) and the local union of the International Brotherhood of Electrical Workers (IBEW).

The local apprenticeship standards shall be in conformance with national guideline standards and industry policies to ensure that each apprentice has satisfactorily completed the NJATC required hours and course of study. All apprenticeship standards shall be registered with the NJATC before being submitted to the appropriate registration agency.

The JATC shall be responsible for the training of apprentices, journeymen, installers, technicians, and all others (un-indentured, intermediate journeymen, etc.)

Section 5.02: Committee Appointments

All JATC member appointments, re-appointments, and acceptance of appointments shall be in writing. Each member shall be appointed for a three year term, unless being appointed for a lesser period of time to complete an un-expired term. The terms shall be staggered, with one (1) term from each side expiring each year. JATC members shall complete their appointed term unless removed for cause by the party they represent, or they voluntarily resign. All vacancies shall be filled immediately.

The JATC shall select from its membership, but not both from the same party, a Chairman and a Secretary who shall retain voting privileges. The JATC will maintain one (1) set of minutes for JATC committee meetings and a separate set of minutes for Trust meetings.

The JATC should meet on a monthly basis, and also upon the call of the Chairman.

Section 5.03: Apprentice/Apprenticeship Issues

Any issue concerning an apprentice or an apprenticeship matter shall be referred to the JATC for its review, evaluation, and resolve; as per standards and policies. If the JATC deadlocks on any issue, the matter shall be referred to the Labor-Management Committee for resolution as outlined in Article I of this Agreement; except for trust fund matters, which shall be resolved as stipulated in the local trust document.

Section 5.04: Number of Committees and Trusts

There shall be only one (1) JATC, and one (1) local apprenticeship and training trust. The JATC may, however, establish joint subcommittees to meet specific needs, such as residential or telecommunication apprenticeship. The JATC may also establish a subcommittee to oversee an apprenticeship program within a specified area of the jurisdiction covered by this Agreement.

All subcommittee members shall be appointed, in writing, by the party they represent. A subcommittee member may or may not be a member of the JATC.

Section 5.05: Training Director

The JATC may select and employ a part-time or a full-time Training Director and other support staff, as it deems necessary. In considering the qualification, duties, and responsibilities of the Training Director, the JATC should review the Training Director's Job Description provided by the NJATC. All employees of the JATC shall serve at the pleasure and discretion of the JATC.

Section 5.06: Apprentice Job Training Assignments

To help ensure diversity of training, provide reasonable continuous employment opportunities, and comply with apprenticeship rules and regulations, the JATC, as the program sponsor, shall have full authority for issuing all job training assignments, and for transferring apprentices from one employer to another. The Employer shall cooperate in providing apprentices with needed work experiences. The local union referral office shall be notified, in writing, of all job training assignments. If the employer is unable to provide reasonable continuous employment for apprentices, the JATC is to be so notified.

Section 5.07: Entering the Apprenticeship Program

All apprentices shall enter the program through the JATC as provided for in the registered apprenticeship standards and selection procedures.

An apprentice may have their indenture canceled by the JATC at any time prior to completion as stipulated in the registered standards. Time worked and accumulated in apprenticeship shall not be considered for local union referral purposes until the apprentice has satisfied all conditions of apprenticeship. Individuals terminated from apprenticeship shall not be assigned to any job in any classification, or participate in any related training, unless they are re-instated in apprenticeship as per the standards, or they qualify through means other than apprenticeship, at some time in the future, but no sooner than two years after their class has completed apprenticeship, and they have gained related knowledge and job skills to warrant such classification.

Section 5.08: Number of Apprentices

The JATC shall select and indenture a sufficient number of apprentices to meet local manpower needs. The JATC is authorized to indenture the number of apprentices necessary to meet the job site ratio as per Section 5.12.

Section 5.09: Employer Apprentice Requests

Though the JATC cannot guarantee any number of apprentices, if a qualified employer requests an apprentice, the JATC shall make every effort to honor the request. If unable to fill the request within ten (10) working days, the JATC shall select and indenture the next available person from the active list of qualified applicants. An active list of qualified applicants shall be maintained by the JATC as per the selection procedures.

Section 5.10: Un-indentured Workers

To accommodate short-term needs when apprentices are unavailable, the JATC shall assign un-indentured workers who meet the basic qualification for apprenticeship. Un-indentured workers shall not remain employed if apprentices become available for OJT assignment. Un-indentured workers shall be used to meet job site ratios except on wage and hour (prevailing wage) job sites.

Before being employed, the un-indentured person must sign a letter of understanding with the JATC and the Employer – agreeing that they are not to accumulate more than two thousand (2,000) hours as an un-indentured, that they are subject to replacement by indentured apprentices

and that they are not to work on wage and hour (prevailing wage) job sites.

Should an un-indentured worker be selected for apprenticeship, the JATC will determine, as provided for in the apprenticeship standards, if some credit for hours worked as an un-indentured will be applied toward the minimum OJT hours of apprenticeship.

The JATC may elect to offer voluntary related training to un-indentured; such as: Math Review, English, Safety, Orientation/Awareness, Introduction to OSHA, First-Aid and CPR. Participation shall be voluntary.

Section 5.11: Health & Welfare – NEBF

The Employer shall contribute to the local health and welfare plans and to the National Electrical Benefit Fund (NEBF) on behalf of all apprentices and un-indentured. Contributions to other benefit plans may be addressed in other sections of this Agreement.

Section 5.12: Apprentice Ratio

Each job site shall be allowed a ratio of one apprentice(s) for one Journeyman Wireman(man).

Number of Journeymen	Maximum Number of Apprentices/Un-indentured
1	1
2	2
Etc.	Etc.

The first person assigned to any job site shall be a Journeyman Wireman.

A job site is considered to be the physical location where employees report for their work assignments. The Employer's shop (service center) is considered to be a separate, single job site. All other physical locations where workers report for work are each considered to be a single, separate job site.

Section 5.13: Apprentice Supervision

An apprentice is to be under the supervision of a Journeyman Wireman at all times. This does not imply that the apprentice must always be in sight of a Journeyman Wireman. Journeymen are not required to constantly watch the apprentice. Supervision will not be of a nature that prevents the development of responsibility and initiative. Work may be laid out by the employer's designated supervisor or journeyman based on their evaluation of the apprentice's skills and ability to perform the job tasks. Apprentices shall be permitted to perform job tasks in order to develop job skills and

trade competencies. Journeymen are permitted to leave the immediate work area without being accompanied by the apprentice.

Apprentices who have satisfactorily completed the first four years of related classroom training using the NJATC curriculum and accumulated a minimum of 6,500 hours of OJT with satisfactory performance, shall be permitted to work alone on any job site and receive work assignments in the same manner as a Journeyman Wireman.

An apprentice shall not be the first person assigned to a job site and apprentices shall not supervise the work of others.

Section 5.14: Graduating Apprentices – License – College Credit

Upon satisfactory completion of apprenticeship, the JATC shall issue all graduating apprentices an appropriate diploma from the NJATC. The JATC shall encourage each graduating apprentice to apply for college credit through the NJATC. The JATC may also require each apprentice to acquire any electrical license required for journeymen to work in the jurisdiction covered by this Agreement.

Section 5.15: Local Joint Apprenticeship Training Trust

The parties to this Agreement shall be bound by the Local Joint Apprenticeship Training Trust Fund Agreement which shall conform to Section 302 of the Labor-Management Relations Act of 1947 as amended, ERISA, and other applicable regulations.

The Trustees authorized under this Trust Agreement are hereby empowered to determine the reasonable value of any facilities, materials, or services furnished by either party. All funds shall be handled and disbursed in accordance with the Trust Agreement.

Section 5.16: JATC Contribution Rate

All Employers subject to the terms of this Agreement shall contribute the amount of funds specified by the parties signatory to the local apprenticeship and training trust agreement. The current contribution rate is \$0.60 per hour for each hour worked. This sum shall be due to Trust Fund by the same date as is their payment to the NEBF under the terms of the Restated Employees Benefit Agreement and Trust.

**ARTICLE VI
FRINGE BENEFITS**

Section 6.01: NEBF

It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International

Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized by the NEBF the individual Employer will forward monthly to the NEBF's designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

The individual Employer hereby accepts, and agrees to be bound by, the Restated Employees Benefit Agreement and Trust.

An individual Employer who fails to remit as provided above shall be additionally subject to having his agreement terminated upon seventy-two (72) hours' notice in writing being served by the Union, provided the individual Employer fails to show satisfactory proof that the required payments have been paid to the appropriate local collection agent.

The failure of an individual Employer to comply with the applicable provisions of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of this Agreement.

Section 6.02: Health and Welfare

The individual Employer shall contribute and forward monthly to the Redwood Empire Electrical Workers' Health and Welfare Trust Fund an amount equal to \$7.18 for each hour worked, which s/he is obligated to pay to the employees in this bargaining unit, and a completed payroll report prescribed by the Trustees. The payment and payroll report shall be mailed to reach the Trustees or their designated agent not later than 15 calendar days following the end of each calendar month. The individual Employer hereby accepts, and agrees to be bound by, the Redwood Empire Electrical Workers' Health and Welfare Agreement and Trust.

*Reference Section 3.05(b) and Wage/Benefit Schedules

Section 6.03: Pension – Standard Contribution

The individual Employer shall contribute and forward monthly to the Redwood Empire Electrical Workers' Pension Trust Fund an amount equal to the approved pension classification level for each hour worked, which s/he is obligated to pay to the employees in this bargaining unit, and a completed payroll report prescribed by the Trustees. The payment and payroll report shall be mailed to reach the Trustees or their designated agent not later than 15 calendar days following the end of each calendar

month. The individual Employer hereby accepts, and agrees to be bound by, the Redwood Empire Electrical Workers' Pension Agreement and Trust.

Pension Contribution Classifications

There shall be six classifications of employees under this Plan. Classification is based upon industry seniority under the Collective Bargaining Agreement, and the attainment of advanced levels of experience at the trade. The terms and conditions of this Agreement shall be applied in accordance with attained classifications. Applications for classification designations shall be submitted to the Union and classification designations granted by the Union's Executive Board upon verification that the applicant has attained the requisite experience as outlined below:

- CLASS I: Class I Employees shall include all second, third, fourth, and fifth year Apprentices.
- CLASS II: Class II Employees shall consist of Employees who have performed less than three years' work at the trade at the Journeyman level, or above. Traveling Journeymen shall be presumed to qualify for Class II status only, unless sufficient proof of the requisite experience for Class III through VI is presented at the time of initial dispatch.
- CLASS III: Class III Employees shall consist of Employees who have performed at least three years' of work at the Journeyman level or above.
- CLASS IV: Class IV Employees shall consist of employees who have performed at least four years' of work at the Journeyman level or above.
- CLASS V: Class V Employees shall consist of employees who have performed at least five years' of work at the Journeyman level or above.
- CLASS VI: Class VI Employees shall consist of employees who have performed at least six years' of work at the Journeyman level or above.

Each Employee shall submit to the Local Union before October 1st of each year any classification change request. Notification shall be made on an approved form and in accordance with the rules and regulations jointly adopted and approved by the Union and the Chapter.

Upon notification by the Union to the Employer of an approved classification change, the Employer shall pay wages and fringe contributions at the approved classification level until and unless notified by the Union, in writing, of a classification change.

In no event, however, shall a classification change be implemented except by proper notification, and no more than one classification change may be effected annually and shall be effective on December 1st.

Contributions required to be made on behalf of each classification shall be as follows:

Class I.....	\$2.00
Class II.....	\$4.00
Class III.....	\$5.00
Class IV.....	\$6.00
Class V.....	\$7.00
Class VI.....	\$8.00

In no event shall the contribution levels outlined above taken together with any other defined contribution or defined benefit plan maintained by the Employer for these classification of Employees exceed the maximum limitations on annual additions contained in Internal Revenue Code §415. In the event it is determined any annual addition for any employee exceeds the maximum limitation contained in §415, the Chapter and Union will meet and confer for the purposes of reaching an agreement to limit further contributions on behalf of such employee to assure that the maximum limitation is not exceeded.

Section 6.07(a): Fringe Benefit Remedies

The failure of an individual Employer to comply with the provision of Section 6.01 through 6.06 shall also constitute a breach of this labor agreement. As a remedy for such a violation, the Labor-Management Committee and/or the Council on Industrial Relations for the Electrical Contracting Industry, as the case may be, are empowered, at the request of the Union, to require an Employer to pay into the affected Joint Trust Funds established under this Agreement any delinquent contribution to such funds which have resulted from the violation.

Section 6.07(b): Fringe Benefit Remedies

If, as the result of violations of this Section, it is necessary for the Union and/or the Trustees of the Joint Trust Funds to institute court action to enforce an award rendered in accordance with sub-section (a) above, or to defend an action which seeks to vacate such award, the Employer shall pay any accountants' and attorneys' fees incurred by the Union and/or Fund Trustees, plus the costs of litigation which have resulted from the bringing of such court action.

ARTICLE VII
NATIONAL ELECTRICAL INDUSTRY FUND
NEIF

Section 7.01: Contribution Rate

Each individual Employer shall contribute an amount not to exceed one percent (1%) nor less than .2 of 1% of the productive electrical payroll as determined by each local Chapter and approved by the Trustees, with the following exclusions:

1. Twenty-five percent (25%) of all productive electrical payroll in excess of 75,000 man-hours paid for electrical work in any one Chapter area during any one calendar year but not exceeding 150,000 man-hours.
2. One hundred percent (100%) of all productive electrical payroll in excess of 150,000 man-hours paid for electrical work in any one Chapter area during any one calendar year.

(Productive electrical payroll is defined as the total wages including overtime paid with respect to all hours worked by all classes of electrical labor for which a rate is establish in the prevailing labor area where the business is transacted.)

Payment shall be forwarded monthly to the National Electrical Industry Fund in a form and manner prescribed by the Trustees no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. Failure to do so will be considered a breach of this Agreement on the part of the individual Employer.

ARTICLE VIII
LOCAL LABOR-MANAGEMENT COOPERATION COMMITTEE
LMCC

Section 8.01: Definition

The parties agree to participate in a Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor Management Cooperation Act of 1978, 29 U.S.C. §175(a) and Section 302(c)(9) of the Labor Management Relations Act, 29 U.S.C. §186(c)(9). The purposes of this Fund include the following:

1. to improve communications between representatives of Labor and Management;
2. to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;

3. to assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
4. to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
5. to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and industry;
6. to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;
7. to engage in public education and other programs to expand the economic development of the electrical construction industry;
8. to enhance the involvement of workers in making decisions that affect their working lives; and,
9. to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

Section 8.02: Agreement – Trust

The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust and any amendments thereto, and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the LMCC, as provided in said Agreement and Declaration of Trust.

Section 8.03: Contribution Rate

Each Employer shall contribute \$0.30 per hour for each hour worked. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Redwood Empire Chapter, NECA, or its designee, shall be the collection agent for this fund.

Section 8.04: Compliance

If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

ARTICLE IX
NATIONAL LABOR-MANAGEMENT COOPERATION COMMITTEE
(NLMCC)

Section 9.01: Parties to Agreement

The parties agree to participate in the NECA/IBEW National Labor-Management Cooperation fund, under authority of Section 6(b) of the Labor Management Cooperation Act of 1978, 29 U.S.C. §175(a) and Section 302(c)(9) of the Labor Management Relations Act, 29 U.S.C. §186(c)(9). The purpose of this Fund includes the following:

1. to improve communication between representatives of labor and management;
2. to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organization effectiveness;
3. to assist worker and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
4. to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
5. to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and the industry;
6. to encourage and support the initiation and operation of similarly constituted local labor-management cooperation committees;
7. to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;
8. to engage in public education and other programs to expand the economic development of the electrical construction industry;
9. to enhance the involvement of workers in making decisions that affect their working lives; and
10. to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

Section 9.02: Agreement and Declaration of Trust

The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust, and any amendments thereof and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the NLMCC, as provided in said Agreement and Declaration Trust.

Section 9.03: Contribution Rate

Each employer shall contribute one cent per hour worked under this Agreement up to a maximum of 150,000 hours per year. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Redwood Empire Chapter, NECA, or its designee shall be the collection agent for this Fund.

Section 9.04: Remedy

If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

ARTICLE XI**SUBSTANCE ABUSE****Section 11.01: Substance Abuse**

The dangers and costs that alcohol and other chemical abuses can create in the electrical contracting industry in terms of safety and productivity are significant. The parties to this Agreement resolve to combat chemical abuse in any form and agree that, to be effective, programs to eliminate substance abuse and impairment should contain a strong rehabilitation component. The local parties recognize that the implementation of a drug and alcohol policy and program must be subject to all applicable federal, state, and local laws and regulations. Such policies and programs must also be administered in accordance with accepted scientific principles, and must incorporate procedural safeguards to ensure fairness in application and protection of legitimate interests of privacy and confidentiality. To provide a drug-free workforce for the Electrical Construction Industry, each IBEW local union and NECA chapter shall implement an area-wide Substance Abuse Testing Policy. The policy shall include minimum standards as required by the IBEW and NECA. Should any of the required minimum standards fail to comply with federal, state, and/or local laws and regulations, they shall be modified by the local union and chapter to meet the requirements of those laws and regulations.

SUPPLEMENTAL TUNNEL AGREEMENT

Definition: This Supplemental Tunnel Agreement entered into this first day of July 1975, between Redwood Empire Chapter of the National Electrical Contractors Association, hereinafter referred to as the Employer and Local Union No. 551 of the International Brotherhood of Electrical Workers, hereinafter referred to as the Union.

This Agreement is a supplement to the basic Inside Wireman's Agreement between the parties hereto dated July 1, 1975, and hereinafter referred to as the Inside Wireman's Agreement. It is the desire of the parties hereto negotiate a supplement to the current Inside Wireman's Agreement to provide for conditions governing the tunnel construction.

This supplement shall take effect July 1, 1975 and run currently with the current Inside Wireman's Agreement. All Articles of the current Inside Wireman's Agreement shall become part of this Supplement Agreement covering tunnel construction unless those conditions are specifically modified by this Supplement.

Section 1: The following shall be a minimum rate of wages for work performed in any uncompleted tunnel or shaft:

Journeyman	100% of rate, plus \$.50 per/hr
Foreman Wireman	112.5% of Journeyman rate, plus \$.50 per/hr
General Foreman	125% of Journeyman rate plus \$.50 per/hr
Journeyman Wireman	
when cable splicing	110% of Journeyman rate plus \$.50 per/hr
Apprentice	100% of their applicable rate plus \$.50 per/hr

Apprentice shall work under the rules of the Joint Apprenticeship Committee.

Section 2: Shift work will be permissible, as set forth in ARTICLE III, Section 3.12, of the Inside Agreement.

(a) Double regular shift hourly rate of pay shall be paid for work performed on Saturday, Sunday and the following holidays: **New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Fourth of July, Labor Day, Veterans' Day, Thanksgiving Day and the following Friday, and Christmas Day**, or days celebrated as such. Any of the above designated holidays occurring Saturday shall be observed the preceding Friday. Any holidays occurring on Sunday shall be observed on the following Monday.

Section 3: CONDITIONS OF WORK

- (a) Whenever there is electrical work to be done in or about a tunnel, shaft or adit, it shall be done by the electricians receiving the established rate of pay for a minimum of two (2) hours.
- (b) Tunnel electricians shall take orders from assigned supervision and cooperate with shift supervision.
- (c) Work on slopes or shafts where ladders or steps are used shall not be considered as "high time."
- (d) Employees shall not be required to enter the heading after a blast until all requirements of the State Safety Codes have been complied with.
- (e) Compensation for travel within tunnels when the shifts are scheduled to start and stop at the heading:

Distance from Entrance to Place of Work	Allowance for Travel Time
(1) up to 5,000 feet	an allowance equal to 1/4 hour at the straight time rate doubled.
(2) 5,000 to 15,000-feet	an allowance equal to 1/2 hour at the straight time rate doubled.
(3) 15,000 feet and beyond	an allowance equal to 1 hour at the straight time rate doubled.

- (f) All travel time or allowances outside the regular working hours shall be computed using the regular day shift hourly rate of pay.
- (g) The Employer shall furnish all rubber and protective clothing without charge when required by working conditions. Employee shall be responsible for clothing and rubber goods issued to him/her and shall return the same to Employer at the time of termination.
- (h) Employees shall not be required to work more than five (5) hours without a meal.

Section 4: All electrical work being performed under the terms of this supplement shall be governed by "Tunnel Safety Orders" and "Electrical Safety Orders" issued by the Division of Industrial Safety; and when applicable "General Order No. 95", issued by State Public Utilities Commission.

**SCHEDULE A:
WAGE RATES AND BENEFITS
SONOMA, LAKE, MARIN & MENDOCINO COUNTIES
EFFECTIVE JUNE 1, 2005 THROUGH MAY 31, 2008**

	(BASE)					
	Class I	Class II	Class III	Class IV	Class V	Class VI
Pension Rate	<u>\$2.00/hr</u>	<u>\$4.00/hr</u>	<u>\$5.00/hr</u>	<u>\$6.00/hr</u>	<u>\$7.00/hr</u>	<u>\$8.00/hr</u>
Journeyman Wireman.....	\$37.23	\$35.23	\$34.23	\$33.23	\$32.23	\$31.23
Foreman Wireman.....	\$41.63	\$39.63	\$38.63	\$37.63	\$36.63	\$35.63
General Foreman.....	\$46.04	\$44.04	\$43.04	\$42.04	\$41.04	\$40.04
Journeyman Cable Splicer.....	\$40.75	\$38.75	\$37.75	\$36.75	\$35.75	\$34.75

****ALL OVERTIME (EXCLUDING APPRENTICES) IS COMPUTED USING THE BASE RATE (CLASS II) WAGE & PENSION****

Journeyman Wireman Example: Time and one half is \$52.85 with \$4.00/hr pension, double time is \$70.46 with \$4.00/hr pension.

Foreman Wireman Example: Time and one half is \$59.45 with \$4.00/hr pension, double time is \$79.26 with \$4.00/hr pension.

APPRENTICES: Apprentice pay rates are computed on Class I Journeyman rate

40% - \$14.89 NO PENSION PAID ON FIRST YEAR APPRENTICES
45% - \$16.75 2nd through 5th year apprentices are paid Class I, \$2.00/hr pension

50% - \$18.62

55% - \$20.48

60% - \$22.34

65% - \$24.20

70% - \$26.06

75% - \$27.92

80% - \$29.78

85% - \$31.65

Overtime for apprentices is paid at time and one half or double time their actual hourly rate with the Class I pension (\$2.00).

FRINGE BENEFIT CONTRIBUTIONS:

Health & Welfare	\$7.18/hr
J.A.T.C.(Apprentice Training)	\$0.60/hr
National Pension	3% of gross wage
Labor/Mgmt Fund	\$0.30/hr
Pension (Variable Pension \$2.00, \$4.00, \$5.00, \$6.00, \$7.00 or \$8.00 per hour)	

Travel Pay/Subsistence: \$30.00 per day Geysers

SCHEDULED INCREASES

June 1, 2006: \$2.75 wages - \$0.25 Health & Welfare

June 1, 2007: \$2.75 wages - \$0.25 Health & Welfare

WIREMAN CLASSIFICATION RATES

General Foreman.....	125% of Journeyman Wireman Rate
Foreman	112.5% of Journeyman Wireman Rate
Cable Splicing.....	110% of Journeyman Wireman Rate

**SCHEDULE I-A:
WAGE RATES AND BENEFITS
HUMBOLDT & DEL NORTE COUNTIES
EFFECTIVE JUNE 1, 2005 THROUGH MAY 31, 2008**

	(BASE)					
	Class I	Class II	Class III	Class IV	Class V	Class VI
Pension Rate	\$2.00/hr	\$4.00/hr	\$5.00/hr	\$6.00/hr	\$7.00/hr	\$8.00/hr
Journeyman Wireman	\$30.18	\$28.18	\$27.18	\$26.18	\$25.18	\$24.18
Foreman Wireman	\$33.70	\$31.70	\$30.70	\$29.70	\$28.70	\$27.70
General Foreman	\$37.23	\$35.23	\$34.23	\$33.23	\$32.23	\$31.23
Journeyman Cable Splicer	\$33.00	\$31.00	\$30.00	\$29.00	\$28.00	\$27.00

****ALL OVERTIME (EXCLUDING APPRENTICES) IS COMPUTED USING THE BASE RATE (CLASS II) WAGE & PENSION****

Journeyman Wireman Example: Time and one half is \$42.28 with \$4.00/hr pension, double time is \$56.37 with \$4.00/hr pension.

Foreman Wireman Example: Time and one half is \$47.55 with \$4.00 hr/ pension, double time is \$63.40 with \$4.00/hr pension

APPRENTICES: Apprentice pay rates are computed on Class I Journeyman rate

40% - \$12.07 NO PENSION PAID ON FIRST YEAR APPRENTICES

45% - \$13.58 2nd through 5th year are paid Class I, \$2.00/hr pension

50% - \$15.09

55% - \$16.60

60% - \$18.11

65% - \$19.62

70% - \$21.13

75% - \$22.64

80% - \$24.14

85% - \$25.65

Overtime for apprentices is paid at time and one half or double time their actual hourly rate with the Class I pension (\$2.00).

FRINGE BENEFIT CONTRIBUTIONS:

Health & Welfare	\$7.18/hr
J.A.T.C.(Apprentice Training)	\$0.60/hr
National Pension	3% of gross wage
Labor/Mgmt Fund	\$0.30/hr
Pension (Variable Pension \$2.00, \$4.00, \$5.00, \$6.00, \$7.00 or \$8.00 per hour)	

SCHEDULED INCREASES

Journeyman base wage will equal 80% of Marin, Sonoma, Lake, and Mendocino County base wage.

June 1, 2006: \$2.20 wages - \$0.25 Health & Welfare

June 1, 2007: \$2.20 wages - \$0.25 Health & Welfare

DEDUCTION FROM PAYCHECK: 4.25 % OF GROSS WAGE FOR WORK ASSESSMENT. APPLIES TO ANYONE WORKING IN AREA. APPRENTICE WORK ASSESSMENT IS 2.25% OF GROSS WAGE.

SEPRABILITY CLAUSE

Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provisions shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall, thereupon, seek to negotiate substitute provisions which are in conformity with the applicable laws.

GENDER LANGUAGE

Whenever the male gender is used in this Agreement, the female gender is also intended.

**SUBJECT TO THE APPROVAL OF THE INTERNATIONAL PRESIDENT,
IBEW©**

Signed:
Redwood Empire Chapter
National Electrical Contractors Association

Signed:
International Brotherhood of
Electrical Workers
Local Union No. #551

By _____

By _____

Anisa M. Thomsen
Executive Director

Jack A. Buckhorn
Business Manager

-Notes-

LETTER OF ASSENT - B

This is to certify that the undersigned employer has examined a copy of the current approved¹ Inside Wiremans Agreement
labor agreement between² Redwod Empire Chapter of NECA and Local Union
551, IBEW.

The undersigned employer hereby agrees to comply with all of the provisions contained in the above mentioned agreement and all approved amendments thereto, as well as subsequent approved agreements between² Redwod Empire Chapter of NECA and Local Union³ 551, IBEW. It is understood that the signing of this letter of assent shall be as binding on the undersigned employer as though he had signed the above referred to agreement, including any approved amendments thereto, and any subsequent approved agreements.

This letter of assent shall become effective for the undersigned employer on the 1st day of March, 2001 and shall remain in effect unless and until terminated as provided in the following paragraph.

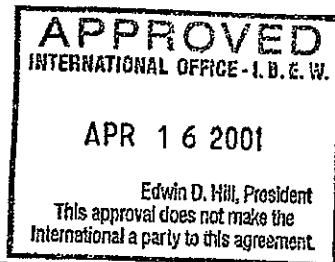
If the undersigned employer does NOT intend to comply with and be bound by all of the provisions in any subsequently approved agreements between² Redwod Empire Chapter of NECA and Local Union³ 551, IBEW, he shall so notify the Local Union in writing at least one hundred (100) days prior to the termination date of the then current agreement.

The Employer agrees that if a majority of its employees authorizes the Local Union to represent them in collective bargaining, the Employer will recognize the Local Union as the NLRA Section 9(a) collective bargaining agent for all employees performing electrical construction work within the jurisdiction of the Local Union on all present and future jobsites.

In accordance with Orders issued by the United States District Court for the District of Maryland on October 10, 1980, in Civil Action HM-77-1902, if the undersigned employer is not a member of the National Electrical Contractors Association, this letter of assent shall not bind the parties to any provision in the above-mentioned agreements requiring payment into the National Electrical Industry Fund, unless the above Orders of Court shall be stayed, reversed on appeal, or otherwise nullified.

SUBJECT TO THE APPROVAL OF THE INTERNATIONAL PRESIDENT, IBEW

Kneaper Electric
Name of Firm
P.O. Box 7006
Street Address/P. O. Box Number
Eureka, Ca. 95602
City, State (Abb.) Zip Code
Federal Employer Identification No: 68-0011586
SIGNED FOR THE EMPLOYER
BY [Signature]
(original signature)
NAME⁴ Duke Kneaper
TITLE/DATE Owner



SIGNED FOR THE UNION⁵ 551, IBEW
BY [Signature]
(original signature)
NAME⁶ Steven Johnson
TITLE/DATE Business Mgr. 01-20-01

INSTRUCTIONS (All items must be completed in order for assent to be processed)

***TYPE OF AGREEMENT**

Insert type of agreement. Example: Inside, Outside Utility, Outside Commercial, Outside Telephone, Residential, Motor Shop, Sign, Tree Trimming, etc. The Local Union must obtain a separate assent to each agreement the employer is assenting to.

***NAME OF CHAPTER OR ASSOCIATION**

Insert full name of NECA Chapter or Contractors Association involved.

***LOCAL UNION**

Insert Local Union Number.

***EFFECTIVE DATE**

Insert date that the assent for this employer becomes effective. Do not use agreement date unless that is to be the effective date of this Assent.

***EMPLOYER'S NAME & ADDRESS**

Print or type Company name & address:

***FEDERAL EMPLOYER IDENTIFICATION NO.**

Insert the identification number which must appear on all forms filed by the employer with the Internal Revenue Service.

SIGNATURES**SIGNER'S NAME**

Print or type the name of the person signing the Letter of Assent. International Office copy must contain actual signatures—not reproduced—of a Company representative as well as a Local Union officer.

A MINIMUM OF FIVE COPIES OF THE JOINT SIGNED ASSENTS MUST BE SENT TO THE INTERNATIONAL OFFICE FOR PROCESSING. AFTER APPROVAL, THE INTERNATIONAL OFFICE WILL RETAIN ONE COPY FOR OUR FILES, FORWARD ONE COPY TO THE IBEW DISTRICT VICE PRESIDENT AND RETURN THREE COPIES TO THE LOCAL UNION OFFICE. THE LOCAL UNION SHALL RETAIN ONE COPY FOR THEIR FILES AND PROVIDE ONE COPY TO THE SIGNATORY EMPLOYER AND ONE COPY TO THE LOCAL NECA CHAPTER.

IMPORTANT: These forms are printed on special paper and no carbon paper is required for duplicate copies. Remove from the pad enough copies of the form for a complete set and complete the form.

JS 44 - No. CALIF (Rev. 4/97)

CIVIL COVER SHEET

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON PAGE TWO)

I.(a) PLAINTIFFS

JACK BUCKHORN AND ANISA M THOMSEN AS TRUSTEES OF THE REDWOOD EMPIRE ELECTRICAL WORKERS HEALTH AND WELFARE TRUST FUND, REDWOOD EMPIRE ELECTRICAL WORKERS PENSION TRUST, JOINT ELECTRICAL INDUSTRY TRAINING PROGRAM, NATIONAL EMPLOYEES BENEFIT FUND, AND REDWOOD EMPIRE ELECTRICAL WORKERS WORK RECOVERY FUND

(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF
(EXCEPT IN U.S. PLAINTIFF CASES)

Sonoma

DEFENDANTS

MARK A. KNEAPER, individually and
doing business as KNEAPER ELECTRIC

COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE
TRACT OF LAND INVOLVED. Humboldt

(c) ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)

Sue Campbell, Attorney at Law (408) 277-0648
1155 North First Street, Suite 101
San Jose, California 95112

ATTORNEYS (IF KNOWN)

II. BASIS OF JURISDICTION (PLACE AN "✓" IN ONE BOX ONLY)

- ☐ 1 U.S. Government Plaintiff
☐ 2 U.S. Government Defendant
☒ 3 Federal Question (U.S. Government Not a Party)
☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (PLACE AN "✓" IN ONE BOX FOR PLAINTIFF

(For diversity cases only)

AND ONE BOX FOR DEFENDANT)

- | | | | | | |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| | PTF | DEF | | PTF | DEF |
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. ORIGIN

(PLACE AN "✓" IN ONE BOX ONLY)

- ☒ 1 Original Proceeding
☐ 2 Removed from State Court
☐ 3 Remanded from Appellate Court
☐ 4 Reinstated or Reopened
☐ 5 Transferred from Another district (specify)
☐ 6 Multidistrict Litigation
☐ 7 Appeal to District Judge from Magistrate Judgment

V. NATURE OF SUIT (PLACE AN "✓" IN ONE BOX ONLY)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault Libel & Slander <input type="checkbox"/> 330 Federal Employers Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury Med Malpractice <input type="checkbox"/> 365 Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth In Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 RR & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt Relations <input type="checkbox"/> 730 Labor/Mgmt Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input checked="" type="checkbox"/> 791 Empl.Ret. Inc. Security Act	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (US Plaintiff or Defendant) <input type="checkbox"/> 871 IRS - Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commercial/CC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes <input type="checkbox"/> 890 Other Statutory Actions
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motion to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition		

VI. CAUSE OF ACTION (CITE THE US CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE BRIEF STATEMENT OF CAUSE. DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY)

U.S. CIVIL STATUTE:

29 U.S.C. Sections 185, 1132

STATEMENT OF CAUSE:

Violation of ERISA, nonpayment of employee benefits

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION

DEMAND \$

☐ CHECK YES only if demanded in complaint:

COMPLAINT:

UNDER F.R.C.P. 33

JURY DEMAND: ☐ YES ☒ NO

VIII. RELATED CASE(S) IF ANY PLEASE REFER TO CIVIL L.R. 3-12 CONCERNING REQUIREMENT TO FILE "NOTICE OF RELATED CASE".

IX. DIVISIONAL ASSIGNMENT (CIVIL L.R. 3-2) (PLACE A "✓" IN ONE BOX ONLY) ☐ SAN FRANCISCO/OAKLAND ☒ SAN JOSE

DATE 8-20-08

SIGNATURE OF ATTORNEY OF RECORD

SUE CAMPBELL



August 20, 2008